

## Final Terms

dated 10 October 2024

### UniCredit S.p.A.

Legal entity identifier (LEI): 549300TRUWO2CD2G5692

Offer of

Top Zins Garant Zertifikat 11/2030 der UniCredit S.p.A. auf den EURO STOXX 50® (Price) Index (EUR)

ISIN IT0005613879

(the "**Securities**")

relating to the

Base Prospectus for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024

under the

### **Issuance Programme of UniCredit S.p.A.**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 8 para. 4 of the Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). In order to get the full information, the Final Terms are to be read together with the information contained in the Base Prospectus (including any supplement published thereto pursuant to Article 23 of the PR (the "**Supplements**") from time to time).*

*The Base Prospectus of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024 (the "**Base Prospectus**") comprises the Securities Note of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024 (the "**Securities Note**") and the Registration Document of UniCredit S.p.A. dated 7 August 2024 (the "**Registration Document**").*

*The Securities Note, the Registration Document, any Supplements and these Final Terms as well as an additional copy of the summary of the particular emission are published in accordance with Article 21 of the PR on [www.onemarkets.de](http://www.onemarkets.de) (for investors in Germany) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function). The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.*

*An issue specific summary is annexed to these Final Terms.*

***The validity of the above mentioned Base Prospectus, under which the Securities described in these Final Terms are offered, ends on 7 August 2025. From this point in time, these Final Terms are to be read together with the latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) which follows the Base Prospectus. The latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) will be published on [www.onemarkets.de](http://www.onemarkets.de) (for investors in Germany).***

## SECTION A – GENERAL INFORMATION

### Product Type:

Cash Collect Protection Securities (Product Type 3) (Non-Quanto Securities)

### Interest:

The Securities do not bear interest.

**Additional Amount:**

With Additional Conditional Amount (*Coupon*)

**Offer and Sale of the Securities:****Information on the offer:**

The Securities are offered starting from the 10 October 2024 within a Subscription Period.

The public offer may be terminated or withdrawn by the Issuer at any time without giving any reason.

**Information on the Subscription Period:**

Subscription Period: 10 October 2024 to 21 November 2024 (2:00 pm Munich time) (the "**Offer Period**").

**Issue Date of the Securities:**

*Issue Date:* 26 November 2024

**Issue Volume of the Securities:**

*Issue Volume of the Series:* The Issue Volume of the Series offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

*Issue Volume of the Tranche:* The Issue Volume of the Tranche offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

**Potential investors, offering countries:**

The Securities will be offered to qualified investors, retail investors and/or institutional investors by way of a Public Offer by financial intermediaries.

A Public Offer will be made in Germany.

**Delivery:**

Delivery against payment

**Other information regarding the offer and sale of the Securities:**

The number of offered Securities may be reduced or increased by the Issuer at any time and does not allow any conclusion on the size of actually issued Securities and therefore on the liquidity of a potential secondary market.

No specific allocation method is established. Subscription requests shall be satisfied by the relevant office in a chronological order and within the limits of the available amount.

Manner and date in which results of the offer are to be made public: the Issuer will communicate the results of the Offer, within 5 business days from the end of the Offer Period, by means of a notice to be published on the Issuer's website.

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

**Use of Proceeds and Reasons for the Offer**

The net proceeds from the issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

**Issue Price of the Securities, costs:****Issue Price of the Securities, pricing:**

*Issue Price:* EUR 1,025.00 per Security

**Selling concession:**

An upfront fee in the amount of EUR 25.00 is included in the Issue Price.

**Other commissions, costs and expenses:**

The product specific initial costs contained in the Issue Price amount to EUR 55.00.

**Admission to Trading:****Admission to Trading:**

Application will be made for the Securities to be admitted to trading with effect from 26 November 2024 on the following markets:

- Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

**Admission to listing:**

Application to listing will be made as of 26 November 2024 on the following markets:

- Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

**Consent to the use of the Base Prospectus:**

The Issuer consents to the use of the Base Prospectus, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by all financial intermediaries (so-called general consent).

**Offer Period:**

The consent is given during the period of the validity of the Base Prospectus.

**Offering Countries:**

General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to Germany.

**Conditions of the consent:**

The Issuer's consent to the use of the Base Prospectus is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms must ensure that it observes all applicable laws and complies with the Selling Restrictions and the terms and conditions of the offer.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

Moreover, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

**Interest of Natural and Legal Persons involved in the Issue/Offer:**

The Issuer and UniCredit Bank GmbH have a conflict of interest with regard to the Securities as they belong to UniCredit Group.

The UniCredit Bank GmbH is the Calculation Agent of the Securities.

The UniCredit S.p.A. is the Principal Paying Agent of the Securities.

The UniCredit Bank GmbH is the arranger of the Securities.

Other than as mentioned above, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.

**Additional information:**

Not applicable

**Placement and Underwriting:**

Not applicable.

## SECTION B – CONDITIONS

### PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

#### § 1

##### Form, Book Entry, Clearing System

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit S.p.A. (the "**Issuer**") will be issued as certificates in dematerialized registered form pursuant to these Terms and Conditions in the Specified Currency.
- (2) *Book Entry:* The Securities are registered in the books of the Clearing System, in accordance with the Legislative Decree no. 58 of 24 February 1998, as amended (*Testo Unico della Finanza*, "**Consolidated Law on Financial Intermediation**") and with the rules governing central depositories, settlement services, guarantee systems and related management companies, issued by the Bank of Italy and by the Italian securities regulator 'Commissione Nazionale per le Società e la Borsa' (CONSOB) on 22 February 2008, as amended. No physical document of title will be issued to represent the Securities, without prejudice to the right of the Security Holder to obtain the issuance of the certification as per Sections 83-*quinquies* and 83-*novies*, paragraph 1, lett. b) of the Consolidated Law on Financial Intermediation. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System ("**Account Holders**"). As a consequence, the respective Security Holder who from time to time is the owner of the account held with an Account Holder will be considered as the legitimate owner of the Securities and will be authorised to exercise all rights related to them, in accordance with these Terms and Conditions and applicable provisions of law.

#### § 2

##### Principal Paying Agent, Paying Agent, Calculation Agent

- (1) *Paying Agents:* The "**Principal Paying Agent**" is UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is UniCredit Bank GmbH, Arabellastraße 12, 81925 Munich.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely on behalf of the Issuer and do not assume any obligations towards or relationship of mandate or trust for or with any of the Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (*Codice Civile*, "**CC**") shall not apply in respect of any acts of the Principal Paying Agent.

#### § 3

##### Taxes

*No gross up:* Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term "**Taxes**" includes taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

The Issuer shall in any case be entitled to take into consideration the 871(m) Withholding Tax by applying the maximum tax rate as a flat rate (plus value added tax, if applicable). In no case is the Issuer obliged to compensate with respect to any Taxes deducted or withheld.

The Issuer shall report on the deducted and withheld Taxes to the competent government agencies, except, these obligations are imposed upon any other person involved, subject to the legal and contractual requirements of the respective applicable tax rules.

#### § 4

##### Status

- (1) The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) pari passu with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, pari passu and rateably without any preference among themselves.
- (2) The Security Holders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Securities.
- (3) Claims arising from Securities are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims.
- (4) The value of the claim arising from Securities in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of the Securities, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer.
- (5) The Security Holders are not entitled to accelerate the payments under the Securities, other than in the case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it. For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute an event of default for the Securities for any purpose and shall not entitle to accelerate the payments under the Securities.
- (6) There is no negative pledge in respect of the Securities.

#### § 5

##### Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
  - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities;
  - (b) the Issuer and the New Issuer have obtained all authorisations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
  - (c) the Issuer and the New Issuer may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities;
  - (d) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution;
  - (e) the Issuer irrevocably and unconditionally guarantees proper payment of the amounts due under these Terms and Conditions; and
  - (f) (i) the proceeds are immediately available to the New Issuer, without limitation (ii) each Security Holder is treated as if the Substitution of the Issuer had not taken place and (iii) the competent supervisory authority or resolution authority has granted its prior consent (if and to the extent required by law).

For purposes of this § 5 (1) "**Affiliate**" means a company controlling, controlled by, or under common control with, the Issuer, provided that the term "controlled" ("*controllate*") shall have the meaning ascribed to it in

Section 93 of the Consolidated Law on Financial Intermediation and the terms "controlling" and "common control" shall be interpreted accordingly.

- (2) *Notice:* Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) *References:* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

## **§ 6**

### **Notices**

- (1) To the extent these Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date or such later effective date is otherwise required under applicable law. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

- (2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the seventh Banking Day after the day on which the said notice was given to the Clearing System.

Any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

## **§ 7**

### **Issuance of additional Securities, Repurchase**

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "Securities" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the competent supervisory authority or the resolution authority, if required). Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## **§ 8**

**(intentionally omitted)**

## **§ 9**

### **Partial Invalidity, Corrections, Variations**

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any

notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with § 6 of the General Conditions.

- (3) *Variation of the Terms and Conditions of the Securities:* If at any time a MREL Disqualification Event occurs, and/or in order to ensure or maintain the effectiveness and enforceability of § 11 of the General Conditions, the Issuer may, without any consent or approval of the Security Holders, at any time vary these Terms and Conditions in such a way that the Securities remain or, as appropriate, become, Qualifying Securities (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. The Issuer shall give not less than 30 nor more than 60 days' prior notice of the Variation to the Paying Agent and the Securities Holders in accordance with § 6 of the General Conditions (the "**Variation Notice**"). The Variation Notice shall be irrevocable and include details on the extent of the Variation and the date of its coming into effect.

"**Qualifying Securities**" means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as reasonably determined by the Issuer) than the terms of the Securities, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the UniCredit Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Securities; (C) have the same payment rights as the Securities; (D) preserve any existing rights of the Security Holders under the Securities to any accrued but unpaid amount in respect of the period from (and including) the payment date immediately preceding effective date of the Variation and the date the Variation is coming into effect; and (E) are assigned (or maintain) the same or higher credit ratings as were assigned to the Securities immediately prior to such Variation, unless any negative effect on the ranking of, rating of or rights under the Securities as referred to in (B) to (E) is solely attributable to the effectiveness and enforceability of §11 of the General Conditions; and
- (b) are listed on a recognised stock exchange if the Securities were listed immediately prior to such Variation.
- (4) For avoidance of doubt, any Variation pursuant to § 9 (3) of the General Conditions is subject to compliance by the Issuer with any conditions prescribed by the MREL Requirements at the relevant time, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority.

## § 10

### Applicable Law, Choice of Forum

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy.
- (2) *Choice of Forum:* To the extent permitted by law, all disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the Tribunal of Milan, Italy.

## § 11

### Contractual recognition of statutory bail-in powers

- (1) By the acquisition of the Securities, each Security Holder acknowledges and agrees to be bound by the exercise of any Bail-in Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the amounts payable with respect to the Securities and/or the conversion of all or a portion of the amounts payable with respect to the Securities into ordinary shares or other obligations of the Issuer or another person, including by means of a Variation to these Terms and Conditions pursuant to § 9 of the General Conditions to give effect to the exercise by the Relevant Resolution Authority of such Bail-in Power. Each Security Holder further agrees that the rights of the Security Holders are subject to, and will be varied if necessary pursuant to § 9 of the General Conditions so as to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

Upon the Issuer being informed or notified by the Relevant Resolution Authority of the actual exercise of the date from which the Bail-in Power is effective with respect to the Securities, the Issuer shall notify the Security Holders without delay pursuant to § 6 of the General Conditions. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Securities described in this § 11.



- (2) The exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Securities shall not constitute an event of default, as applicable, or entail the Security Holders to terminate the Securities and these Terms and Conditions shall continue to apply in relation to the redemption amounts payable with respect to the Securities subject to any modification of the amount of distributions or other ongoing payments payable to reflect the reduction of the redemption amount payable, and any further modification of these Terms and Conditions that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of the Issuer and/or entities of the Group incorporated in the relevant Member State.

**"Bail-in Power"** means any statutory write-down, transfer and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or entities of the Group incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other entities of the Group, including (but not limited to) any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of the Issuer and/or any entities of the Group can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person.

**"Group"** means the UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, under number 02008.1.

**"Relevant Resolution Authority"** means the German resolution authority, the Italian resolution authority, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any bail-in power from time to time.

## PART B - PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

### § 1

#### Product Data

ISIN:	IT0005613879
Reuters:	DEA2FHNY=HVBG
Series Number:	P3214117
Tranche Number:	1

#### Issuance Data

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First Trade Date:	1 October 2024
Issue Date:	26 November 2024
Calculation Amount:	EUR 1,000.00
Specified Currency:	Euro ("EUR")
Website for Notices:	<a href="http://www.onemarkets.de/wertpapiermitteilungen">www.onemarkets.de/wertpapiermitteilungen</a>
Website of the Issuer:	<a href="http://www.unicreditgroup.eu">www.unicreditgroup.eu</a>
Issue Volume of Series in units:	Up to 45,000 Securities
Issue Volume of Tranche in units:	Up to 45,000 Securities
Issue Price:	EUR 1,025.00 per Security

#### Specific Data

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Adjustable Product Data:	R (initial)
Underlying:	EURO STOXX 50 <sup>®</sup> (Price) Index (EUR)
Reference Price:	Closing price
Minimum Amount:	EUR 1,000.00
Initial Observation Date:	22 November 2024
Exercise Date:	19 November 2030
Final Payment Date:	26 November 2030

### Additional Conditional Amount (*Coupon*)

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Additional Conditional Amount Observation Date ( <i>Coupon</i> ) (m):	19 November 2025 (1), 19 November 2026 (2), 19 November 2027 (3), 20 November 2028 (4), 19 November 2029 (5), 19 November 2030 (6)
Additional Conditional Amount Payment Factor ( <i>Coupon</i> ) (m):	100% (1), 100% (2), 100% (3), 100% (4), 100% (5), 100% (6)
Additional Conditional Amount ( <i>Coupon</i> ) (m):	EUR 41.50 (1), EUR 41.50 (2), EUR 41.50 (3), EUR 41.50 (4), EUR 41.50 (5), EUR 41.50 (6)
Additional Conditional Amount Payment Date ( <i>Coupon</i> ) (m):	26 November 2025 (1), 26 November 2026 (2), 26 November 2027 (3), 27 November 2028 (4), 26 November 2029 (5), 26 November 2030 (6)
Record Date ( <i>Coupon</i> ) (m):	25 November 2025 (1), 25 November 2026 (2), 25 November 2027 (3), 24 November 2028 (4), 23 November 2029 (5), 25 November 2030 (6)

## § 2

### Underlying Data

Underlying:	EURO STOXX 50 <sup>®</sup> (Price) Index (EUR)
Underlying Currency:	EUR
ISIN:	EU0009658145
Reuters:	.STOXX50E
Bloomberg:	SX5E Index
Registered Benchmark Administrator:	yes
Index Sponsor:	STOXX Limited
Index Calculation Agent:	STOXX Limited
Website:	<a href="http://www.stoxx.com">www.stoxx.com</a>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified above (or any successor page).

## PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

### § 1

#### Definitions

**"Additional Conditional Amount (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Date (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Date (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Event (Coupon)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) that R (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (*Coupon*) (m).

**"Additional Conditional Amount Payment Factor (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Factor (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Level (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Factor (*Coupon*) (m) multiplied by R (initial).

**"Adjustable Product Data"** means the Adjustable Product Data as specified in § 1 of the Product and Underlying Data.

**"Adjustment Event"** means each of the following events:

- (a) an Index Replacement Event occurs;
- (b) any event which is economically equivalent to the above-mentioned event with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Banking Day"** means each day (other than a Saturday or Sunday) on which the Clearing System and the real time gross settlement system operated by the Eurosystem (or any successor provider of that system) ("T2") are open for business.

**"Calculation Agent"** means the Calculation Agent as specified in § 2 (2) of the General Conditions.

**"Calculation Amount"** means the Calculation Amount as specified in § 1 of the Product and Underlying Data.

**"Calculation Date"** means each day on which the Reference Price is published by the Index Sponsor or Index Calculation Agent, as the case may be.

**"Change in Law"** means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

if such changes become effective on or after the First Trade Date of the Securities, the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer.

Whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades in the components of the Underlying; such system shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Clearance System Business Day"** means any day (other than a Saturday or Sunday) on which the Clearance System is open for the acceptance and execution of settlement instructions.

**"Clearing System"** means Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") with bridge in Clearstream Banking Luxembourg S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**").

**"Conversion Event"** means Index Conversion Event and Change in Law.

**"Determining Futures Exchange"** means the futures exchange, on which respective derivatives of the Underlying or – if derivatives on the Underlying are not traded – its components (the "**Underlying Linked Derivatives**") are mostly liquidly traded; such futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of quotation of the Underlying Linked Derivatives at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers adequately liquid trading in the Underlying Linked Derivatives (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Determining Futures Exchange in these Terms and Conditions shall be deemed to refer to the Substitute Futures Exchange.

**"Exercise Date"** means the Exercise Date as specified in § 1 of the Product and Underlying Data.

**"Final Payment Date"** means the Final Payment Date as specified in § 1 of the Product and Underlying Data.

**"First Trade Date"** means the First Trade Date as specified in § 1 of the Product and Underlying Data.

**"Following Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day.

**"Index Calculation Agent"** means the Index Calculation Agent as specified in § 2 of the Product and Underlying Data.

**"Index Conversion Event"** means each of the following events:

- (a) an Index Replacement Event has occurred and no suitable Replacement Underlying is available or can be determined; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the Determining Futures Exchange terminates the there traded Underlying Linked Derivatives early.

**"Index Replacement Event"** means each of the following events:

- (a) changes in the relevant index concept or the calculation of the Underlying, that result in a new relevant index concept or calculation of the Underlying being no longer economically equivalent to the original relevant index concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the calculation or publication of the Underlying is indefinitely or permanently discontinued, or replaced by another index;
- (c) the calculation or publication of the Underlying no longer occurs in the Underlying Currency;
- (d) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications of the Calculation Agent described in these Terms and Conditions; this also applies to the termination of the license to use the Underlying due to an unacceptable increase in license fees.

**"Index Sponsor"** means the Index Sponsor as specified in § 2 of the Product and Underlying Data.

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Market Disruption Event"** means each of the following events:

- (a) the failure of the Relevant Exchange or the Determining Futures Exchange to open for trading on a scheduled trading day during its regular trading sessions;
- (b) the suspension or restriction of trading for one or more of the components of the Underlying on the Relevant Exchange or the trading of the Underlying Linked Derivatives on the Determining Futures Exchange during its regular trading sessions;

- (c) the restriction on the general ability of market participants to enter into transactions in or obtain market prices for one or more of the components of the Underlying on the Relevant Exchange or to enter into transactions in or obtain market prices for Underlying Linked Derivatives on the Determining Futures Exchange during regular trading hours;
- (d) an early closing of trading by the Relevant Exchange or Determining Futures Exchange prior to the scheduled closing of trading, unless such early closing is announced by the Relevant Exchange or Determining Futures Exchange no later than one hour prior to the earlier of the following dates:
  - (i) the actual closing of trading on the Relevant Exchange or Determining Futures Exchange on that day and
  - (ii) the actual last time possible for the placement of orders in the system of the Relevant Exchange or Determining Futures Exchange on that day;
- (e) the suspension of, or failure, or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Minimum Amount"** means the Minimum Amount as specified in § 1 of the Product and Underlying Data.

**"Observation Date"** means each of the following Observation Dates:

**"Additional Conditional Amount Observation Date (Coupon) (m)"** means each of the Additional Conditional Amount Observation Dates (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data. If an Additional Conditional Amount Observation Date (*Coupon*) (m) is not a Calculation Date the immediately following day, which is a Calculation Date shall be the respective Additional Conditional Amount Observation Date (*Coupon*) (m). The respective Additional Conditional Amount Payment Date (*Coupon*) (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Initial Observation Date"** means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the Initial Observation Date.

**"Optional Redemption Amount"** means the Calculation Amount.

**"Payment Date"** means the due date for any payment under the Securities.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

**"R (initial)"** means the Reference Price on the Initial Observation Date.

**"R (m)"** means the Reference Price on the relevant Additional Conditional Amount Observation Date (m).

**"Record Date (Coupon) (m)"** means the Record Date (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data. On the Record Date (*Coupon*) (m) the Clearing System determines the payment of the respective Additional Conditional Amount (*Coupon*) (m) vis-à-vis the Security Holders.

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Reference Price"** means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

**"Registered Benchmark Administrator"** means that the Underlying is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark-Regulation**") as specified in § 2 of the Product and Underlying Data.

**"Relevant Exchange"** means the exchange, on which the components of the Underlying are traded; such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith in accordance with their liquidity.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the components of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the components of the Underlying (the "**Replacement Exchange**"); such exchange shall be determined by the

Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Relevant Exchange in these Terms and Conditions shall be deemed to refer to the Replacement Exchange.

"**Security Holder**" means the holder of a Security.

"**Settlement Cycle**" means the period of Clearance System Business Days following a transaction on the Relevant Exchange in the components of the Underlying during which settlement will customarily take place according to the rules of such Relevant Exchange.

"**Specified Currency**" means the Specified Currency as specified in § 1 of the Product and Underlying Data.

"**Terms and Conditions**" means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

"**Underlying**" means the Underlying as specified in § 1 of the Product and Underlying Data.

"**Underlying Currency**" means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

"**Website for Notices**" means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

"**Website of the Issuer**" means the Website(s) of the Issuer as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest, Additional Amount

- (1) *Interest*: The Securities do not bear interest.
- (2) *Additional Conditional Amount (Coupon)*: If with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) an Additional Conditional Amount Payment Event (*Coupon*) has occurred, the respective Additional Conditional Amount (*Coupon*) (m) will be paid on the corresponding Additional Conditional Amount Payment Date (*Coupon*) (m) pursuant to the provisions of § 6 of the Special Conditions.  
  
If with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) an Additional Conditional Amount Payment Event (*Coupon*) has not occurred, the respective Additional Conditional Amount (*Coupon*) (m) will not be paid.

## § 3

### Redemption

*Redemption*: The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

## § 4

### Redemption Amount

*Redemption Amount*: The Redemption Amount corresponds to the Minimum Amount.

## § 5

### Issuer's Conversion Right

*Issuer's Conversion Right*: Upon the occurrence of a Conversion Event the Securities shall be redeemed at the Settlement Amount on the Final Payment Date.

The "**Settlement Amount**" shall be the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event; it shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. The fair market value, as calculated by the Calculation Agent, is calculated based on the redemption profile of the Securities which has to be adjusted taking into consideration the

following parameters as of the tenth Banking Day before the conversion becomes effective: the price of the Underlying, the remaining time to maturity, the volatility, the dividends (if applicable), the current interest rate as well as the counterparty risk and any other relevant market parameter that can influence the value of the Securities. However, the Settlement Amount shall not be less than the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount corresponds to the Minimum Amount. The Settlement Amount shall be notified pursuant to § 6 of the General Conditions.

The right for payment of any Additional Conditional Amount (m) ceases to exist in relation to all Additional Conditional Amount Payment Dates (m) following the occurrence of a Conversion Event.

The Settlement Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.

## § 6

### Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention:* If a Payment Date is not a Banking Day then the Following Business Day Convention shall apply. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate ("*Saggio degli Interessi legali*"), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.  
  
Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.
- (2) *Discretionary valuation:* Should the Market Disruption Event continue for more than 8 consecutive Banking Days, the Calculation Agent shall determine acting in accordance with relevant market practice and in good faith the respective Reference Price required for the calculations or, respectively, specifications described in these Terms and Conditions. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Milan local time) on this 9<sup>th</sup> Banking Day.

If within these 8 Banking Days traded Underlying Linked Derivatives expire and are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for the there traded Underlying Linked Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in these Terms and Conditions. In that case, the expiration date for those Underlying Linked Derivatives is the respective Observation Date.

## § 8

### Adjustments, Type of Adjustment, New Index Sponsor and New Index Calculation Agent, Replacement Specification, Notifications

- (1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust these Terms and Conditions (the "**Adjustment**"); whether an Adjustment is to be made shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

The goal of the Adjustment is to appropriately consider the economic impact of the circumstance that triggered the Adjustment Event, so that the economic characteristics of the Securities remain as unchanged



as possible, taking into account the interests of the Security Holders as well as the Issuer ("**Adjustment Goal**"). A subsequent adverse change of the value of the Securities resulting from the Adjustment cannot be ruled out.

The Calculation Agent determines all Adjustments according to this § 8 acting in accordance with relevant market practice and in good faith, taking into account the Adjustment Goal. It will only make an Adjustment if such Adjustment is reasonable for the Security Holders as well as for the Issuer; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

- (2) *Type of Adjustment:* In the context of an Adjustment the Calculation Agent may undertake in particular the following measure in accordance with paragraph (1) above:

*Replacement of the Underlying:* In the case of an Index Replacement Event, the Calculation Agent may replace the Underlying with a Replacement Underlying and if necessary redefine the Adjustable Product Data. As a "**Replacement Underlying**" another index can be considered which is comparable to the original index with respect to the represented constituents, the consideration of returns and distributions of the constituents included in the index (e.g. dividends) and, if applicable, fees and costs included in the index. If the Calculation Agent designates a Replacement Underlying, from the Adjustment Date on (as defined in paragraph (5) below), every reference to the Underlying in these Terms and Conditions shall be a reference to the Replacement Underlying, unless the context requires otherwise.

- (3) *New Index Sponsor and New Index Calculation Agent:* If the Underlying is no longer determined by the Index Sponsor but rather by another person, company or institution (the "**New Index Sponsor**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the Underlying as determined by the New Index Sponsor. In this case, any reference to the replaced Index Sponsor in these Terms and Conditions shall be deemed to refer to the New Index Sponsor.

If the Underlying is no longer calculated by the Index Calculation Agent but rather by another person, company or institution (the "**New Index Calculation Agent**"), then all calculations or, respectively, specifications described in these Terms and Conditions shall occur on the basis of the Underlying as calculated by the New Index Calculation Agent. In this case, any reference to the replaced Index Calculation Agent in the Terms and Conditions shall be deemed to refer to the New Index Calculation Agent.

- (4) *Replacement Specification:* If a published price of the Underlying as required pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be published by the Index Sponsor or Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish it pursuant to § 6 of the General Conditions the respective value by using the Corrected Value (the "**Replacement Specification**").

- (5) *Notifications:* All adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Securities Holder according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

## § 9

### Early redemption at the option of the Issuer

- (1) The Securities may be early redeemed at any time in whole but not in part, at the option of the Issuer, upon the occurrence of the MREL Disqualification Event, but subject to compliance with the then applicable MREL Requirements (including, without limitation, the Issuer having obtained the prior permission of the competent supervisory authority or the resolution authority, in each case to the extent required by provisions of law), upon not more than 60 days' nor less than 30 days' prior notice of such early redemption, at their Optional Redemption Amount, in accordance with the MREL Requirements.

"**MREL Requirements**" means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities applicable to the Issuer and/or the Group, from time to time, (including any applicable transitional or grandfathering provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities adopted by the Federal Republic of Germany or the Republic of Italy, a relevant resolution authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations,

requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time.

**"MREL Disqualification Event"** means that, at any time, all or part of the Series of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements provided that: (a) the exclusion of a Series of such Securities from the MREL Requirements due to the remaining maturity of such Securities being less than any period prescribed thereunder, does not constitute a MREL Disqualification Event; (b) the exclusion of all or some of a Series of Securities due to there being insufficient headroom for such Securities within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute a MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Securities as a result of such Securities being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute a MREL Disqualification Event.

- (2) The Optional Redemption Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.
- (3) Any notice in accordance with this paragraph (3) shall be given by a notice in accordance with § 6 of the General Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement that the redemption is made in accordance with this § 9.

# Summary

## Section 1 – Introduction containing warnings

This Summary should be read as an introduction to the Base Prospectus.

Any decision to invest in the Securities should be based on consideration of the Base Prospectus as a whole by the investor.

Investors could lose all or part of the invested capital.

Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Base Prospectus (including any supplements as well as the Final Terms) before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Securities.

**You are about to purchase a product that is not simple and may be difficult to understand.**

*Securities:* Top Zins Garant Zertifikat 11/2030 der UniCredit S.p.A. auf den EURO STOXX 50® (Price) Index (EUR) (ISIN IT0005613879)

*Issuer:* UniCredit S.p.A. (the "**Issuer**" or "**UniCredit**" and UniCredit, together with its consolidated subsidiaries, the "**UniCredit Group**"), Piazza Gae Aulenti, 3 Tower A 20154 Milan, Italy. Phone number: +39 02 88 621 – Website: www.unicreditgroup.eu. The Legal Entity Identifier (LEI) of the Issuer is: 549300TRUW02CD2G5692.

*Competent authority:* Commission de Surveillance du Secteur Financier ("**CSSF**"), 283, route d'Arlon L-1150 Luxembourg. Phone number: (+352) 26 25 1 - 1.

*Date of approval of the Base Prospectus:* Base prospectus of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) approved by the CSSF on 7 August 2024, as supplemented from time to time, and the registration document of UniCredit S.p.A. approved by the CSSF on 7 August 2024, as supplemented from time to time, which together constitute a base prospectus (the "**Base Prospectus**") consisting of separate documents within the meaning of Article 8 (6) of Regulation (EU) 2017/1129, as amended from time to time (the "**Prospectus Regulation**").

## Section 2 – Key information on the Issuer

### Who is the Issuer of the Securities?

UniCredit is a joint stock company established in Italy under Italian law, with its registered office, head office and principal centre of business at Piazza Gae Aulenti, 3 Tower A, 20154 Milan, Italy. UniCredit's Legal Entity Identifier (LEI) code is 549300TRUW02CD2G5692.

### Principal activities of the Issuer

UniCredit is a pan-European Commercial Bank with a unique service offering in Italy, Germany, Central and Eastern Europe. UniCredit's purpose is to empower communities to progress, delivering high-quality services for all stakeholders, unlocking the potential of its clients and its people across Europe. UniCredit serves over 15 million customers worldwide. UniCredit is organized in five geographical areas and three product factories, Corporate, Individual and Group Payments Solutions. This allows the Bank to be close to its clients and use the scale of the entire Group for developing and offering the best products across all its markets.

### Major shareholders of the Issuer

No individual or entity controls UniCredit within the meaning provided for in Article 93 of the Legislative Decree No. 58 of 24 February 1998 (the "**Financial Services Act**") as amended. As at 13 June 2024, the main shareholder who have disclosed to hold, directly or indirectly, a relevant participation in UniCredit, pursuant to Article 120 of the Financial Services Act, was: BlackRock Group (shares: 114,907,383; 7.019% owned).

### Identity of the managing director of the Issuer

The managing director of the Issuer is Mr. Andrea Orcel (Chief Executive Officer).

### Identity of the auditors of the Issuer

The audit firm assigned with the statutory accounting supervision of the Issuer for the 2022-2030 nine-year period is KPMG S.p.A. (KPMG). KPMG is a company incorporated under the laws of Italy, enrolled with the Companies' Register of Milan under number 00709600159 and registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) maintained by Minister of Economy and Finance with registration number 70623, having its registered office at Via Vittor Pisani 25, 20124 Milan, Italy.

### What is the key financial information regarding the Issuer?

UniCredit derived the selected consolidated financial information included in the table below for the years ended 31 December 2023 and 2022 from the audited consolidated financial statements for the financial year ended 31 December 2023 and 2022. The selected consolidated financial information included in the table below for the six months ended 30 June 2024 and 30 June 2023, was derived from the limited audit interim consolidated financial statements ended 30 June 2024 and 2023. The figures below for the items of income statement and balance sheet refer to the reclassified schemes.

EUR millions, except where indicated	Income statement					
	As for the year ended			As for the six months ended		
	31 Dec 23 (*)	31 Dec 22 (**)	31 Dec 22 (***)	30 Jun 24 (****)	30 Jun 23 (*****)	30 Jun 23 (*****)
	<i>audited</i>			<i>limited audited</i>		
Net interest	14,005	10,669	10,692	3,565	3,497	3,497
Fees	7,463	7,625	6,841	2,120	1,928	1,905
Loan Loss Provisions (LLPs)	(548)	(1,894)	(1,894)	(15)	(12)	(21)
Trading income	1,845	1,776	2,574	470	462	485

Measure of financial performance used by the Issuer in the financial statements such as operating profit (Gross operating profit (Loss))	14,372	10,782	10,782	4,031	3,630	3,619
Group stated Net profit (loss)	9,507	6,458	6,458	2,679	2,310	2,310

#### Balance sheet

EUR millions, except where indicated	As for the year ended			At the date of	Value as outcome from the Supervisory Review and Evaluation Process ('SREP' 31.12.2023)
	31 Dec 23 (*)	31 Dec 22 (**)	31 Dec 22 (***)	30 June 24 (****)	
	audited			limited audited	
Total assets	784,974	857,773	857,773	798,925	not applicable
Senior debt	not applicable	not applicable	not applicable	not applicable	not applicable
Subordinated debt (*****)	7,688	7,920	7,920	not applicable	not applicable
Loans and receivables from customers (net) [identified in the reclassified consolidated accounts as "Loans to customers"]	429,452	455,781	455,781	433,997	not applicable
Deposits from customers	495,716	510,093	510,093	499,492	not applicable
Group Shareholders' Equity	64,079	63,339	63,339	62,013	not applicable
Common Equity Tier 1 capital (CET1) ratio or other relevant prudential capital adequacy ratio depending on the issuance (%)	16.14%	16.68%	16.68%	16.32%	10.12%
Total Capital Ratio (%)	20.90%	21.42%	21.42%	20.92%	14.50%
Leverage Ratio calculated under applicable regulatory framework (%)	5.78%	6.07%	6.07%	5.52%	3%

(\*) The financial information relating to the financial year ended 31 December 2023 has been extracted from UniCredit's audited consolidated financial statements as of and for the year ended 31 December 2023, which have been audited by KPMG S.p.A., UniCredit's external auditors.

(\*\*) The comparative figure as at 31 December 2022 in this column have been restated. The amount related to year 2022 differs from the ones published in the "2022 Consolidated Reports and Accounts".

(\*\*\*) As published in the "2022 Consolidated Reports and Accounts".

(\*\*\*\*) The financial information relating to 30 June 2024 has been extracted from UniCredit's limited audit Consolidated First Half Financial Report as at 30 June 2024.

(\*\*\*\*\* In 2024 Reclassified income statement, comparative figures as at 30 June 2023 have been restated.

(\*\*\*\*\* As published in UniCredit's limited audit Consolidated First Half Financial Report as at 30 June 2023.

(\*\*\*\*\* Amounts do not refer to reclassified schemes. They are extracted from the Consolidated financial statements - Notes to the consolidated accounts.

#### What are the key risks that are specific to the Issuer?

Potential investors should be aware that in the case of the occurrence of one of the below mentioned risk factors the Securities may decline in value and that they may sustain a total loss of their investment. The following risks are key risks specific to the Issuer:

**Risks associated with the impact of current macroeconomic uncertainties and the effects of the geopolitical tensions:** The market environment in which UniCredit operates continues to be affected by high levels of uncertainty for both the short and the medium-term outlook. The economic consequences stemming from the geopolitical tensions, not only in Russia, pushed up inflationary pressures and could continue to unfold increasing uncertainty for the Euro area economy, with potential impact on the performance of the Group. The Russia-Ukraine crisis caused a sharp rise in commodities prices, further global supply-chain disruption, a tightening of financial conditions, heightened uncertainty, and a sharp drop in consumer confidence. From mid 2022, with inflation building up due to the increase in energy price and the supply disruptions, ECB changed its monetary stance (Deposit Facility rate: -50 bps in June 2022, 0 bps in July, 75 bps in September, 150 bps in October, 200 bps in December, 250 bps in February 2023, 300 bps in March, 325 bps in May, 350 bps in June, 375 bps in July, 400 bps in September) and market repriced interest rate expectations accordingly. Despite subsequently inflation started to record a declining path, and ECB started to revert monetary policy (DFR lowered to 375 bps in June 2024) that still is restrictive, the outlook is still surrounded by risks, further tensions on commodity/energy prices cannot be excluded as well as an upsurge in the ongoing Russia-Ukraine conflict and / or an intensification of the tensions in the Middle East. Therefore, the expectations regarding the performance of the global economy remains still uncertain in both the short and medium term. The current environment, characterized by highly uncertain elements as above mentioned could generate a worsening of the loan portfolio quality, followed by an increase of the non-performing loans and the necessity to increase the provisions to be charged to the income statement. On 9 December 2021 UniCredit presented to the financial community the 2022-2024 Strategic Plan, which included a set of strategic and financial objectives that considered the underlying scenario and resulted from the assessment performed at that time. The macro assumptions underlying the Strategic Plan excluded unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening/resurgence of the COVID-19 pandemic, situations that UniCredit has been monitoring closely (From Strategic Plan presentation: Macro assumptions in the Strategic Plan consider the recent and existing impacts of COVID-19 at the time of the Plan presentation with a gradual normalization over the subsequent years. The scenario did not assume that the COVID-19 situation at that time would develop in a particularly negative way in the subsequent years).

**Risks connected with the Strategic Plan 2022 – 2024:** On 9<sup>th</sup> December 2021, UniCredit presented to the financial community in Milan the 2022-2024 Strategic Plan called "UniCredit Unlocked" (the "Strategic Plan" or "Plan") which contains a number of strategic, capital and financial objectives (the "Strategic Objectives"). The Strategic Plan focuses on UniCredit's geographic areas in which the Issuer currently operates; with financial performance driven by three interconnected levers: cost efficiency, optimal capital allocation and net revenue growth. "UniCredit Unlocked" delivers strategic imperatives and financial ambitions based on six pillars. Such strategic imperatives and financial ambitions regard: (i) the growth in its regions and the development of its client franchise, changing its business model and how its people operate; (ii) the delivery of economies of scale from its footprint of banks, transforming the technology, leveraging Digital & Data and embedding sustainability in all that UniCredit does; (iii) driving financial performance via three interconnected levers. The macro assumptions underlying the Strategic Plan disclosed in December 2021 excluded unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening/resurgence of the COVID-19 pandemic, situations that UniCredit has

been monitoring closely (From Strategic Plan presentation: Macro assumptions in the Strategic Plan consider the recent and existing impacts of COVID-19 at the time of the Plan presentation with a gradual normalization over the subsequent years. The scenario did not assume that the COVID-19 situation at that time would develop in a particularly negative way in the subsequent years). The Plan is based on six pillars: (i) optimise, through the improvement of operational and capital efficiency; (ii) invest, with targeted growth initiatives, including ESG; (iii) grow net revenues; (iv) increase return; (v) strengthen solidity thanks to revised CET1 ratio target and decrease of Gross NPE ratio; and (vi) distribute consistently with organic capital generation. On 24<sup>th</sup> July 2024 UniCredit revised Group results for 2Q24 as well as the update of the guidance for 2024 with no changes in overall strategy but with improved financial targets. UniCredit's ability to meet the Strategic Objectives and all forward-looking statements relies on a number of assumptions, expectations, projections and provisional data concerning future events and is hence subject to a number of uncertainties and additional factors, many of which are outside the control of UniCredit. For all these reasons, investors are cautioned against making their investment decisions based exclusively on the forecast data included in the Strategic Objectives (and latest updated guidance).

**Credit risk and risk of credit quality deterioration:** The activity, financial and capital strength and profitability of the UniCredit Group depend, among other things, on the creditworthiness of its customers. In carrying out its credit activities, the Group is exposed to the risk that an unexpected change in the creditworthiness of a counterparty may generate a corresponding change in the value of the associated credit exposure and give rise to the partial or total write-down thereof. The current environment continues to be characterised by highly uncertain elements, with the possibility that the slowdown of the economy, jointly with the termination of the safeguard measures, such as the customer loans moratorium, generates a worsening of the loan portfolio quality, followed by an increase of the non-performing loans and the necessity to increase the provisions to be charged to the income statement. UniCredit's Loan Loss Provisions ("LLPs") increased by 7.7 per cent 1H/1H to Euro 118 million in 1H24. The cost of risk was broadly in line 1H/1H to 5 bps in 1H24. The Group maintained the amount of overlays on performing exposures at circa Euro 1.7 billion, which substantially reinforces the Group's capacity to withstand macroeconomic shocks. As at 30 June 2024, Group gross NPEs were down by 3.6 per cent Y/Y and by 3.4 per cent Q/Q to Euro 11.7 billion in 2Q24 (while as at 30 March 2024 they were equal to Euro 12.1 billion) with gross NPE ratio of 2.6 per cent (flat Y/Y and -0.1 per cent Q/Q). As at 30 June 2024, Group Net NPEs stood at Euro 6.2 billion decreased compared to 31 March 2024 which attested at Euro 6.6 billion (Group Net NPE ratio decreased compared to 31 March 2024 and is equal to 1.4 per cent). The Group has adopted procedures, rules and principles aimed at monitoring and managing credit risk at both individual counterparty and portfolio level. However, there is the risk that, despite these credit risk monitoring and management activities, the Group's credit exposure may exceed predetermined risk's levels pursuant to the procedures, rules and principles it has adopted.

**Liquidity Risk:** Liquidity risk refers to the possibility that the UniCredit Group may find itself unable to meet its current and future, anticipated and unforeseen cash payment and delivery obligations without impairing its day-to-day operations or financial position. The activity of the UniCredit Group is subject in particular to funding liquidity risk, market liquidity risk, mismatch risk and contingency risk. The most relevant risks that the Group may face are: i) an exceptionally high usage of the committed and uncommitted lines granted to corporate customers; ii) an unusual withdrawal of sight and term deposits by UniCredit's retail and corporate customers; iii) the decline in the market value of the securities in which UniCredit invests its liquidity buffer; iv) the capacity to roll over the expiring wholesale funding and the potential cash or collateral outflows the Group may suffer in case of rating downgrades of both the banks or the sovereign debt in the geographies in which it operates. In addition to this, some risks may arise from the limitations applied to the cross-border lending among banks. Due to the financial market crisis, followed also by the reduced liquidity available to operators in the sector, the ECB has implemented important interventions in monetary policy, such as the "Targeted Longer-Term Refinancing Operation" ("TLTRO") introduced in 2014 and the TLTRO II introduced in 2016. This liquidity support has approached its maturity in the first quarter of 2024. The repayment of TLTRO has been mostly performed reducing the excess of cash reserves placed at the Central Banks and partially increasing the net repo position. This resulted in a higher reliance in the wholesale sources of funding, whose cost is typically higher compared to the TLTRO and its existence more dependant from market conditions. Such a situation could therefore adversely affect UniCredit's business, operating results and the economic and financial position of UniCredit and/or the Group. The main indicators used by the UniCredit Group to assess its liquidity profile are (i) the Liquidity Coverage Ratio (LCR), which represents an indicator of short-term liquidity subject to a minimum regulatory requirement of 100 per cent from 2018 and which was equal to 149 per cent in March 2024, whereas at 31 December 2023 was equal to 154 per cent (calculated as the average of the 12 latest end of month ratios), and (ii) the Net Stable Funding Ratio (NSFR), which represents the indicator of structural liquidity and which in March 2024 was 129 per cent.

**Basel III and Bank Capital Adequacy:** The Issuer shall comply with the revised global regulatory standards (Basel III) on bank capital adequacy and liquidity, which impose requirements for, inter alia, higher and better-quality capital, better risk coverage, measures to promote the build-up of capital that can be drawn down in periods of stress and the introduction of a leverage ratio as a backstop to the risk-based requirement as well as two global liquidity standards. In terms of banking prudential regulations, the Issuer is also subject to the Bank Recovery and Resolution Directive 2014/59/EU of 15 May 2014 (BRRD), implemented in Italy with the Legislative Decree. 180 and 181 of 16 November 2015 as amended by Directive (EU) 2019/879, the "BRRD II" (implemented in Italy by the Legislative Decree No. 193 of November 8, 2021), as well as the relevant technical standards and guidelines from EU regulatory bodies (i.e. the European Banking Authority (EBA)), which, inter alia, provide for recovery and resolution mechanisms and Minimum Requirement for Own Funds and Eligible Liabilities (MREL) for credit institutions. Should UniCredit not be able to meet the capital/MREL requirements imposed by the applicable laws and regulations, it may be required to maintain higher levels of capital/eligible liabilities which could potentially impact its credit ratings, and funding conditions and which could limit UniCredit's growth opportunities.

### Section 3 – Key information on the Securities

#### What are the main features of the Securities?

##### Product Type, Underlying and form of the Securities

*Product Type:* Cash Collect Protection Securities (Non-Quanto)

*Underlying:* EURO STOXX 50® (Price) Index (EUR) (ISIN: EU0009658145 / Reference Price: Closing price)

The Securities are governed by Italian law. The Securities are debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (*Testo Unico della Finanza*). The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System. The international securities identification number (ISIN) of the Securities is set out in Section 1.

##### Issuance and Term

The Securities will be issued on 26 November 2024 in Euro (EUR) (the "Specified Currency") as up to 45,000 Certificates. The Securities have a defined term.

##### General

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

## Interest

The Securities do not bear interest.

## Additional Conditional Amount (Coupon)

Provided that no Conversion Event has occurred, the Security Holder will receive an Additional Conditional Amount (Coupon) subject to the following conditions:

- If with respect to an Additional Conditional Amount Observation Date (Coupon) (m) an Additional Conditional Amount Payment Event (Coupon) has occurred, the respective Additional Conditional Amount (Coupon) (m) will be paid on the corresponding Additional Conditional Amount Payment Date (Coupon) (m).
- If with respect to an Additional Conditional Amount Observation Date (Coupon) (m) an Additional Conditional Amount Payment Event (Coupon) has not occurred, the respective Additional Conditional Amount (Coupon) (m) will not be paid.

An Additional Conditional Amount Payment Event (Coupon) occurs, if the respective R (m) is equal to or greater than the corresponding Additional Conditional Amount Payment Level (Coupon) (m).

Additional Conditional Amount Payment Level (Coupon) (m) means the respective Additional Conditional Amount Payment Factor (Coupon) (m) multiplied by R (initial).

R (m) means with respect to the Additional Conditional Amount (Coupon) the Reference Price on the respective Additional Conditional Amount Observation Date (Coupon) (m).

<b>Additional Conditional Amount Payment Factor (Coupon) (m):</b>	100% (1), 100% (2), 100% (3), 100% (4), 100% (5), 100% (6)
<b>Additional Conditional Amount (Coupon) (m):</b>	EUR 41.50 (1), EUR 41.50 (2), EUR 41.50 (3), EUR 41.50 (4), EUR 41.50 (5), EUR 41.50 (6)
<b>Additional Conditional Amount Payment Date (Coupon) (m):</b>	26 November 2025 (1), 26 November 2026 (2), 26 November 2027 (3), 27 November 2028 (4), 26 November 2029 (5), 26 November 2030 (6)
<b>Additional Conditional Amount Observation Date (Coupon) (m):</b>	19 November 2025 (1), 19 November 2026 (2), 19 November 2027 (3), 20 November 2028 (4), 19 November 2029 (5), 19 November 2030 (6)
<b>Record Date (Coupon) (m):</b>	25 November 2025 (1), 25 November 2026 (2), 25 November 2027 (3), 24 November 2028 (4), 23 November 2029 (5), 25 November 2030 (6)

## Redemption

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

## Additional definitions and product terms

R (initial) means the Reference Price on the Initial Observation Date.

<b>Calculation Amount:</b>	EUR 1,000.00
<b>Final Payment Date:</b>	26 November 2030
<b>Initial Observation Date:</b>	22 November 2024
<b>Minimum Amount:</b>	EUR 1,000.00
<b>Optional Redemption Amount:</b>	Calculation Amount

**Conversion of the Securities by the Issuer:** Upon the occurrence of one or more conversion events (for example, an Index Replacement Event (for example the calculation or publication of the Underlying is indefinitely or permanently discontinued) has occurred and no suitable Replacement Underlying is available or can be determined) (the "Conversion Event") the Issuer may convert the Securities and redeem them on the Final Payment Date by payment of the Settlement Amount. The "Settlement Amount" is the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event, as determined by the Calculation Agent. The Settlement Amount is in any case not less than the Minimum Amount.

**Early redemption at the option of the Issuer:** The Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount on or after the date specified in a notice published on the Issuer's website on giving notice to the Paying Agent and the Security Holders, if the Issuer determines that all or part of the series of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements (MREL Disqualification Event).

**Adjustments to the Terms and Conditions:** The Calculation Agent may adjust the Terms and Conditions of the Securities if an adjustment event (for example, a certain change to the relevant index concept) (the "Adjustment Event") occurs.

**Status of the Securities:** The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, *pari passu* and rateably without any preference among themselves.

### Where will the Securities be traded?

**Admission to trading:** Application will be made for the Securities to be admitted to trading with effect from 26 November 2024 on the following markets: Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

**Listing:** Application to listing will be made as of 26 November 2024 on the following markets: Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

### What are the key risks that are specific to the Securities?

**Credit risk of the Issuer and risks in relation to resolution measures in relation to the Issuer:** The Securities constitute unsecured obligations of the Issuer vis-a-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to his/her position under the Securities, no rights or claims against any other person. Security Holders are subject to the risk of a partial or total failure of the Issuer to fulfil obligations which the Issuer is liable to perform under the Securities in whole or in part, for example, in the event of the Issuer's insolvency. The worse the creditworthiness of the Issuer is the higher is the risk of a loss. In the case of realization of the credit risk of the Issuer the Security Holder may sustain a total loss of his/her capital, even if the Securities provide for a Minimum Amount at their maturity. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail. The obligations of the Issuer under the Securities are not secured, guaranteed by third parties or protected by any deposit protection or compensation scheme.

**Risks related to market value-influencing factors:** The market value of the Securities as well as the amounts distributable under the Securities primarily depend on the price of the Underlying. However, the market value of the Securities will be affected by a number of additional factors. These are inter alia the creditworthiness of the Issuer, the relevant prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability and, if applicable, the remaining term of the Securities as well as additional Underlying-related market value-influencing factors.

**Risks related to the Redemption Amount:** The Securities will be redeemed at their maturity at the Redemption Amount. The Redemption Amount may be less than the Issue Price or the purchase price. This means, the Security Holder only achieves a return if the Redemption Amount exceeds the individual purchase price of the Security Holder.

**Risks arising from missing ongoing payments:** Any Additional Conditional Amount (m) will only be payable if an Additional Conditional Amount Payment Event (m) occurs with respect to an Additional Conditional Amount Observation Date (m). If an Additional Conditional Amount Payment Event (m) does not occur, the Security Holder is not entitled to receive the respective Additional Conditional Amount (m). There is the risk, that in case of an unfavourable performance of the Underlying no payment of any Additional Conditional Amount (m) may occur.

**Risks related to the regulation of benchmarks:** The Securities make reference to a Benchmark (the "**Benchmark**") within the meaning of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**") and therefore there is a risk that the Benchmark may not be used as reference value of the Securities from a certain point in time. In such event, the Securities could be de-listed, adjusted, converted or otherwise impacted. Any changes to a Benchmark as a result of the Benchmark Regulation could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with the Benchmark Regulation. Potential investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Securities.

**Risks related to indices:** The performance of Securities linked to indices depends on the performance of the respective index. Changes in the price of the components of the index and changes to the composition of the index or other factors may have an adverse effect on the performance of the index.

**Risks related to potential conflicts of interests:** Conflicts of interest in relation to the relevant Issuer or the persons entrusted with the offer may arise, which may result in a decision to the Security Holder's disadvantage.

**Liquidity risk:** There is a risk that the Securities may not be widely distributed and no active trading market may exist and may develop for the Securities. The Issuer may, but is not obliged to, purchase Securities at any time and at any price in the open market, by tender offer or private agreement. Any Securities purchased in this way by the Issuer may be held, resold or cancelled. A repurchase of Securities by the Issuer may adversely affect the liquidity of the Securities. The Issuer cannot therefore assure that a Security Holder will be able to sell his Securities at an adequate price prior to their redemption.

## Section 4 – Key information on the offer of the Securities to the public and/or the admission to trading on a regulated market

### Under which conditions and timetable can the Investor invest in this Security?

<b>Offering Country:</b>	Germany	<b>Agio:</b>	EUR 25.00
<b>Issue Price:</b>	EUR 1,025.00 per Security (including Agio)	<b>Subscription Period:</b>	from 10 October 2024 to 21 November 2024 (2:00 pm Munich time)
<b>Issue Date:</b>	26 November 2024	<b>Potential Investors:</b>	Qualified investors, retail investors and/or institutional investors
<b>Smallest transferable unit:</b>	1 Security	<b>Smallest tradeable unit:</b>	1 Security

The Securities are offered during a Subscription Period. The public offer may be terminated or withdrawn by the Issuer at any time without giving any reason.

**Commissions charged by the Issuer:** The product specific initial costs contained in the Issue Price amount to EUR 55.00.

### Why is this Prospectus being produced?

**Use of proceeds:** The net proceeds from each issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

**Underwriting:** The offer is not subject to an underwriting agreement.

**Material conflicts of interest with regard to the offer:** UniCredit Bank GmbH is the Calculation Agent of the Securities; UniCredit S.p.A. is the Principal Paying Agent of the Securities; UniCredit Bank GmbH is the arranger of the Securities.

# Zusammenfassung

## 1. Abschnitt - Einleitung mit Warnhinweisen

Die Zusammenfassung sollte als Einleitung zum Basisprospekt verstanden werden.

Der Anleger sollte jede Entscheidung, in die Wertpapiere zu investieren, auf den Basisprospekt als Ganzes stützen.

Anleger könnten ihr gesamtes angelegtes Kapital oder einen Teil davon verlieren.

Für den Fall, dass vor einem Gericht Ansprüche aufgrund der im Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach nationalem Recht die Kosten für die Übersetzung des Basisprospekts (einschließlich etwaiger Nachträge sowie der Endgültigen Bedingungen) vor Prozessbeginn zu tragen haben.

Zivilrechtlich haften nur die Personen, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt haben, und dies auch nur für den Fall, dass die Zusammenfassung, wenn sie zusammen mit den anderen Teilen des Basisprospekts gelesen wird, irreführend, unrichtig oder widersprüchlich ist oder dass sie, wenn sie zusammen mit den anderen Teilen des Basisprospekts gelesen wird, nicht die Basisinformationen vermittelt, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen würden.

**Sie sind im Begriff, ein Produkt zu erwerben, das nicht einfach ist und schwer zu verstehen sein kann.**

*Wertpapiere:* Top Zins Garant Zertifikat 11/2030 der UniCredit S.p.A. auf den EURO STOXX 50® (Price) Index (EUR) (ISIN IT0005613879)

*Emittentin:* Die UniCredit S.p.A. (die "**Emittentin**" oder die "**UniCredit**" und die UniCredit zusammen mit ihren konsolidierten Beteiligungen die "**UniCredit Group**"), Piazza Gae Aulenti, 3 Turm A 20154 Mailand, Italien. Telefonnummer: +39 02 88 621 - Website: www.unicreditgroup.eu. Der Legal Entity Identifier (LEI) der Emittentin ist: 549300TRUWO2CD2G5692.

*Zuständige Behörde:* Commission de Surveillance du Secteur Financier ("**CSSF**"), 283, route d'Arlon L-1150 Luxemburg. Telefonnummer: (+352) 26 25 1 - 1.

*Datum der Billigung des Prospekts:* Der Basisprospekt der UniCredit S.p.A. für die Begebung von Wertpapieren mit Single-Basiswert und Multi-Basiswert (mit (teilweisem) Kapitalschutz) der von der CSSF am 7. August 2024 gebilligt wurde, in seiner von Zeit zu Zeit nachgetragenen Fassung, und das Registrierungsformular der UniCredit S.p.A. das von der CSSF am 7. August 2024 gebilligt wurde, in seiner von Zeit zu Zeit nachgetragenen Fassung, die zusammen einen Basisprospekt (der "**Basisprospekt**") im Sinne von Artikel 8 (6) der Verordnung (EU) 2017/1129 in ihrer jeweils geltenden Fassung (die "**Prospektverordnung**") darstellen, der aus mehreren Einzeldokumenten besteht.

## 2. Abschnitt - Basisinformationen über die Emittentin

### Wer ist die Emittentin der Wertpapiere?

UniCredit ist eine nach italienischem Recht gegründete Aktiengesellschaft mit eingetragenem Sitz, Hauptverwaltung und Hauptniederlassung in Piazza Gae Aulenti, 3 Turm A, 20154 Mailand, Italien. Die Rechtsträgerkennung (*Legal Entity Identifier* - LEI) von UniCredit lautet 549300TRUWO2CD2G5692.

### Haupttätigkeiten der Emittentin

UniCredit ist eine pan-europäische Geschäftsbank mit einem einzigartigen Serviceangebot in Italien, Deutschland, Zentral- und Osteuropa. Das Ziel von UniCredit ist es, Gemeinschaften in die Lage zu versetzen, sich weiterzuentwickeln, indem sie qualitativ hochwertige Dienstleistungen für alle Beteiligten erbringt und das Potenzial ihrer Kunden und Mitarbeiter in ganz Europa freisetzt. UniCredit betreut weltweit über 15 Millionen Kunden. UniCredit ist in fünf geographischen Regionen und drei Produktfabriken, Corporate, Individual und Group Payment Solutions, organisiert. Dies ermöglicht es der Bank, nahe bei ihren Kunden zu sein und die Größe der gesamten Gruppe für die Entwicklung und das Angebot der besten Produkte auf all ihren Märkten zu nutzen.

### Hauptanteilseigner der Emittentin

Keine natürliche oder juristische Person kontrolliert UniCredit im Sinne von Artikel 93 des Gesetzesdekrets Nr. 58 vom 24. Februar 1998 (das "**Gesetz über Finanzdienstleistungen**") in seiner geänderten Fassung. Zum 13. Juni 2024 ist der wichtigste Aktionär, der gemäß Artikel 120 des Gesetzes über Finanzdienstleistungen offengelegt hat, dass er direkt oder indirekt eine maßgebliche Beteiligung an UniCredit hält: BlackRock Group (Aktien: 114.907.383; 7,019% Anteilsquote).

### Hauptgeschäftsführer der Emittentin

Der Hauptgeschäftsführer der Emittentin ist Herr Andrea Orcel (Chief Executive Officer).

### Abschlussprüfer der Emittentin

Die Wirtschaftsprüfungsgesellschaft, die mit der Überwachung der gesetzlichen Rechnungslegung der Emittentin für den Neunjahreszeitraum 2022-2030 betraut wurde, ist die KPMG S.p.A. (KPMG). KPMG ist eine nach italienischem Recht gegründete Gesellschaft, die im Handelsregister von Mailand unter der Nummer 00709600159 geführt wird und im vom Wirtschafts- und Finanzministerium geführten Register der Gesetzlichen Wirtschaftsprüfer (*Registro dei Revisori Legali*) mit der Registernummer: 70623 registriert ist. Der eingetragene Sitz von KPMG liegt in der Via Vittor Pisani 25, 20124 Mailand, Italien.

### Welches sind die wesentlichen Finanzinformationen über die Emittentin?

UniCredit hat die in der nachstehenden Tabelle enthaltenen ausgewählten konsolidierten Finanzinformationen für die am 31. Dezember 2023 und 2022 endenden Geschäftsjahre aus den geprüften konsolidierten Jahresabschlüssen für das am 31. Dezember 2023 und 2022 endende Geschäftsjahr entnommen. Die in der nachstehenden Tabelle enthaltenen ausgewählten konsolidierten Finanzinformationen für die am 30. Juni 2024 und 30. Juni 2023 endenden Sechsmonatszeiträume wurden den eingeschränkt geprüften konsolidierten Zwischenfinanzberichten zum 30. Juni 2024 und 2023 entnommen. Die nachstehenden Zahlen für die Positionen der Gewinn- und Verlustrechnung und der Bilanz beziehen sich auf die umgegliederten Abschlüsse.

	Gewinn- und Verlustrechnung					
	Für das Jahr bis			Für die sechs Monate bis		
Millionen EUR, außer wo angegeben	31. Dez. 23 (*)	31. Dez. 22 (**)	31. Dez. 22 (***)	30. Juni 24 (****)	30. Juni 23 (*****)	30. Juni 23 (*****)
	geprüft			eingeschränkt geprüft		
Zinsüberschuss	14.005	10.669	10.692	3.565	3.497	3.497
Gebühren	7.463	7.625	6.841	2.120	1.928	1.905



Kreditrisikovorsorge ( <i>Loan Loss Provisions - LLPs</i> )	(548)	(1.894)	(1.894)	(15)	(12)	(21)
Handelsergebnis	1.845	1.776	2.574	470	462	485
Messgröße für die Ertragslage, die die Emittentin in den Abschlüssen verwendet, z. B. operativer Gewinn (operatives Bruttoergebnis (Verlust))	14.372	10.782	10.782	4.031	3.630	3.619
Ausgewiesener Nettogewinn (-verlust) der Gruppe	9.507	6.458	6.458	2.679	2.310	2.310

## Bilanz

Millionen EUR, außer wo angegeben	Für das Jahr bis			Zum Zeitpunkt	Wert als Ergebnis des jüngsten aufsichtlichen Überprüfungs- und Bewertungsprozesses ('SREP' 31.12.2023)
	31. Dez. 23 (*)	31. Dez. 22 (**)	31. Dez. 22 (***)	30. Juni 24 (****)	
	geprüft			eingeschränkt geprüft	
Vermögenswerte insgesamt	784.974	857.773	857.773	798.925	nicht anwendbar
Vorrangige Forderungen	nicht anwendbar	nicht anwendbar	nicht anwendbar	nicht anwendbar	nicht anwendbar
Nachrangige Forderungen (*****)	7.688	7.920	7.920	nicht anwendbar	nicht anwendbar
Darlehen und Forderungen gegenüber Kunden (netto) [in den umgegliederten konsolidierten Abschlüssen als "Kredite an Kunden" (Loans to customers) ausgewiesen]	429.452	455.781	455.781	433.997	nicht anwendbar
Einlagen von Kunden	495.716	510.093	510.093	499.492	nicht anwendbar
Konzern-Eigenkapital	64.079	63.339	63.339	62.013	nicht anwendbar
Harte Kernkapitalquote (CET1) oder je nach Emission andere relevante prudenzielle Kapitaladäquanzquote (%)	16,14%	16,68%	16,68%	16,32%	10,12%
Gesamtkapitalquote	20,90%	21,42%%	21,42%	20,92%	14,50%
Nach dem geltenden Rechtsrahmen berechnete Verschuldungsquote (%)	5,78%	6,07%	6,07%	5,52%	3%

(\*) Die Finanzinformationen für das am 31. Dezember 2023 endende Geschäftsjahr wurden dem geprüften konsolidierten Finanzbericht von UniCredit zum und für das am 31. Dezember 2023 endende Geschäftsjahr entnommen, der von KPMG S.p.A., dem externen Abschlussprüfer von UniCredit, geprüft wurde.

(\*\*) Die Vergleichszahlen zum 31. Dezember 2022 in dieser Spalte wurden angepasst. Der Betrag für das Jahr 2022 weicht von den in den "Konsolidierten Berichten und Abschlüssen 2022" (2022 Consolidated Reports and Accounts) veröffentlichten Beträgen ab.

(\*\*\*) Wie in den "Konsolidierten Berichten und Abschlüssen 2022" (2022 Consolidated Reports and Accounts) veröffentlicht.

(\*\*\*\*) Die Finanzinformationen zum 30. Juni 2024 wurden dem eingeschränkt geprüften Konsolidierten Halbjahresfinanzbericht der UniCredit zum 30. Juni 2024 (Consolidated First Half Financial Report as at 30 June 2024) entnommen.

(\*\*\*\*\*) In der umgegliederten Gewinn- und Verlustrechnung 2024 wurden die Vergleichszahlen zum 30. Juni 2023 angepasst.

(\*\*\*\*\*) Wie im eingeschränkt geprüften Konsolidierten Halbjahresfinanzbericht zum 30. Juni 2023" (Consolidated First Half Financial Report as at 30 June 2024) von UniCredit - veröffentlicht.

(\*\*\*\*\*) Die Beträge beziehen sich nicht auf die umgegliederten Abschlüsse. Sie sind den Konsolidierten Finanzberichten - Anhang zu den konsolidierten Abschlüssen - entnommen.

### Welches sind die zentralen Risiken, die für die Emittentin spezifisch sind?

Potenzielle Anleger sollten sich darüber im Klaren sein, dass im Falle des Eintritts eines der unten genannten Risiken die Wertpapiere an Wert verlieren können und sie einen Totalverlust ihrer Anlage erleiden können. Bei den folgenden Risiken handelt es sich um Schlüsselrisiken, die spezifisch für die Emittentin gelten:

**Risiken im Zusammenhang mit den Auswirkungen derzeitiger makroökonomischer Unwägbarkeiten und den Folgen der geopolitischen Spannungen:** Das Marktumfeld, in dem UniCredit tätig ist, ist weiterhin von einem hohen Grad an Unsicherheit betroffen, sowohl im Hinblick auf die kurz- als auch auf die mittelfristigen Aussichten. Die aus den geopolitischen Spannungen resultierenden ökonomischen Folgen, nicht nur in Russland, haben den Inflationsdruck erhöht und könnten weiterhin zu einer zunehmenden Unsicherheit für die Wirtschaft des Eurogebiets führen, was nachteilige Auswirkungen auf die Entwicklung der Gruppe haben könnte. Die Russland-Ukraine Krise führte einem starken Anstieg der Rohstoffpreise, einer weiteren Unterbrechung der globalen Versorgungsketten, einer Verschärfung der finanziellen Bedingungen, erhöhter Unsicherheit und einem starken Rückgang des Verbrauchervertrauens. Ab Mitte 2022, als die Inflation infolge des Anstiegs der Energiepreise und der Versorgungsunterbrechungen zunahm, änderte die EZB ihren geldpolitischen Kurs (Satz der Einlagefazilität: -50 Basispunkte im Juni 2022, 0 Basispunkte im Juli, 75 Basispunkte im September, 150 Basispunkte im Oktober, 200 Basispunkte im Dezember, 250 Basispunkte im Februar 2023, 300 Basispunkte im März, 325 Basispunkte im Mai, 350 Basispunkte im Juni, 375 Basispunkte im Juli, 400 Basispunkte im September) und der Markt bewertete die Zinserwartungen entsprechend neu. Obwohl die Inflation in der Folgezeit einen rückläufigen Trend verzeichnete und die EZB eine Umkehr der Geldpolitik einleitete (Senkung der DFR auf 375 Basispunkte im Juni 2024), die immer noch restriktiv ist, sind die Aussichten nach wie vor mit Risiken behaftet. Weitere Spannungen bei den Rohstoff-/Energiepreisen können ebenso wenig ausgeschlossen werden wie eine Verschärfung des anhaltenden Russland-Ukraine-Konflikts und/oder eine Verschärfung der Spannungen im Nahen Osten. In der Folge bleiben die Erwartungen hinsichtlich der Entwicklung der Weltwirtschaft weiterhin sowohl kurz- als auch mittelfristig ungewiss. Das aktuelle, von großen Unsicherheiten geprägte Umfeld, wie oben beschrieben, könnte zu einer Verschlechterung der Qualität des Kreditportfolios führen, gefolgt von einem Anstieg der notleidenden Kredite und der Notwendigkeit, die in der Gewinn- und Verlustrechnung zu erfassenden Rückstellungen zu erhöhen. Am 9. Dezember 2021 stellte UniCredit der Finanzwelt ihren 2022-2024 Strategic Plan vor,

der eine Reihe von strategischen und finanziellen Zielen enthält, die das zugrundeliegende Szenario berücksichtigt haben und das Ergebnis der zu dieser Zeit durchgeführten Beurteilung waren. Die dem Strategic Plan zugrunde liegenden Makro-Annahmen enthielten keine unerwarteten, wesentlich nachteiligen Entwicklungen, wie den Russland-Ukraine Konflikt und eine Verschlimmerung/ein Wiederaufleben der COVID-19 Pandemie, Situationen, die UniCredit genau beobachtet hat (Aus der Präsentation des Strategic Plan: Die Makro-Annahmen im Strategic Plan gehen bei den jüngsten und bestehenden Auswirkungen von COVID-19 zum Zeitpunkt der Präsentation des Plans von einer allmählichen Normalisierung in den nachfolgenden Jahren aus. Das Szenario nahm zu dieser Zeit nicht an, dass sich die COVID-19 Situation in den nachfolgenden Jahren besonders ungünstig entwickeln wird).

**Risiken im Zusammenhang mit dem Strategic Plan 2022 – 2024:** Am 9. Dezember 2021, präsentierte UniCredit der Finanzwelt in Mailand den 2022-2024 Strategic Plan mit der Bezeichnung "UniCredit Unlocked" (der "**Strategic Plan**" oder "**Plan**"), der eine Reihe von strategischen, kapitalbezogenen und finanziellen Zielen enthält (die "**Strategischen Ziele**"). Der Strategieplan konzentriert sich auf die geografischen Gebiete, in denen die Emittentin derzeit tätig ist, wobei die finanzielle Leistung durch drei miteinander verbundene Hebel gesteuert wird: Kosteneffizienz, optimale Kapitalallokation und Nettoertragswachstum. UniCredit Unlocked enthält strategische Vorgaben und finanzielle Ziele, die sich auf sechs Säulen stützen. Die strategischen Vorgaben und finanziellen Ziele sehen vor: (i) das Wachstum in den Regionen und die Entwicklung des Kundenstamms, die das Geschäftsmodell und die Arbeitsweise der Mitarbeiter verändern; (ii) die Erzielung von Skaleneffekten aus ihrem Bankennetzwerk, die Umgestaltung der Technik zur Stärkung der Digitalisierung und Daten und die Verankerung von Nachhaltigkeit in allen Aktivitäten von UniCredit; (iii) Förderung der finanziellen Leistungsfähigkeit über drei miteinander verbundene Hebel. Die dem im Dezember 2021 veröffentlichten Strategic Plan zugrunde liegenden Makro-Annahmen enthielten keine unerwarteten, wesentlich nachteiligen Entwicklungen, wie den Russland-Ukraine Konflikt und eine Verschlimmerung/ein Wiederaufleben der COVID-19 Pandemie, Situationen, die UniCredit genau beobachtet hat (Aus der Präsentation des Strategic Plan: Die Makro-Annahmen im Strategic Plan gehen bei den jüngsten und noch bestehenden Auswirkungen von COVID-19 um Zeitpunkt der Präsentation des Plans von einer allmählichen Normalisierung in den nachfolgenden Jahren aus. Das Szenario nahm zu dieser Zeit nicht an, dass sich die COVID-19 Situation in den nachfolgenden Jahren besonders ungünstig entwickeln wird). Die sechs Säulen sind: (i) Optimierung durch Verbesserung der Betriebs- und Kapitaleffizienz; (ii) Investitionen, mit gezielten Wachstumsinitiativen, einschließlich ESG; (iii) Steigerung der Nettoerträge; (iv) Erhöhung der Rendite; (v) Stärkung der Solidität dank überarbeitetem CET1-Quotenziel und Rückgang der Brutto-NPE-Quote; und (vi) konsequente Ausschüttungen bei organischem Kapitalaufbau. Am 24. Juli 2024 präsentierte UniCredit die Ergebnisse der Gruppe für das zweite Quartal 2024 sowie die aktualisierte Prognose für das Jahr 2024 ohne Änderungen der Gesamtstrategie, aber mit verbesserten Finanzzahlen. Die Fähigkeit von UniCredit, die Strategischen Ziele und alle Prognosen zu erreichen, hängt von einer Reihe von Annahmen, Erwartungen, Projektionen und vorläufigen Daten über künftige Ereignisse ab, die somit einer Reihe von Unsicherheiten und zusätzlichen Faktoren unterliegen, von denen viele außerhalb der Kontrolle von UniCredit liegen. Aus all diesen Gründen werden die Anleger davor gewarnt, ihre Investitionsentscheidungen ausschließlich auf der Grundlage der in den Strategischen Zielen enthaltenen Prognosedaten zu treffen (und der zuletzt aktualisierte Prognose).

**Kreditrisiko und Risiko der Verschlechterung der Kreditqualität:** Die Geschäftstätigkeit, die Finanz- und Kapitalkraft und die Rentabilität der UniCredit Gruppe hängen unter anderem von der Kreditwürdigkeit ihrer Kunden ab. Bei der Ausübung ihrer Kreditgeschäfte ist die Gruppe dem Risiko ausgesetzt, dass eine unerwartete Veränderung der Kreditwürdigkeit einer Gegenpartei zu einer entsprechenden Veränderung des Wertes des damit verbundenen Kreditengagements führt und eine teilweise oder vollständige Abschreibung desselben zur Folge hat. Das gegenwärtige Umfeld ist nach wie vor durch ein hohes Maß an Ungewissheit gekennzeichnet, wobei die Möglichkeit besteht, dass die Verlangsamung der Wirtschaft zusammen mit der Beendigung der Schutzmaßnahmen, wie z. B. dem Moratorium für Kundenkredite, zu einer Verschlechterung der Qualität des Kreditportfolios führt, gefolgt von einem Anstieg der notleidenden Kredite und der Notwendigkeit, die in der Gewinn- und Verlustrechnung zu verbuchenden Rückstellungen zu erhöhen. Die Kreditrisikovorsorge (*Loan Loss Provisions – "LLPs"*) der UniCredit stieg im 1. Halbjahr 2024 (1H24) im Halbjahresvergleich (1H/1H) um 7,7 Prozent auf 118 Millionen Euro an. Die Risikokosten waren im ersten Halbjahr (1H24) im Halbjahresvergleich (1H/1H) mit 5 Basispunkten weitestgehend stabil. Die Gruppe behielt den Betrag der Überdeckungen für nicht-notleidende Engagements bei circa 1,7 Milliarden Euro bei, was die Fähigkeit der Gruppe, makroökonomischen Schocks zu widerstehen, erheblich stärkt. Zum 30. Juni 2024 gingen die Brutto-NPEs der Gruppe im 2. Quartal 24 (2Q24) im Jahresvergleich (Y/Y) um 3,6 Prozent und im Quartalsvergleich (Q/Q) um 3,4 Prozent auf 11,7 Milliarden Euro (während sie zum 31. März 2024 12,1 Milliarden Euro betragen) bei einer brutto NPE-Quote von 2,6 Prozent (konstant gegenüber dem Vorjahr (Y/Y) und -0,1 Prozent im Quartalsvergleich (Q/Q)) zurück. Zum 30. Juni 2024 beliefen sich die Netto-NPEs der Gruppe auf 6,2 Milliarden Euro, eine Abnahme gegenüber dem 31. März 2024, als sie 6,6 Milliarden Euro betragen (die Netto-NPE-Quote der Gruppe verringerte sich im Vergleich zum 31. März 2024 und liegt bei 1,4 Prozent). Die Gruppe hat Verfahren, Regeln und Grundsätze zur Überwachung und Steuerung des Kreditrisikos sowohl auf der Ebene der einzelnen Gegenpartei als auch auf Portfolioebene eingeführt. Es besteht jedoch das Risiko, dass trotz dieser Kreditrisiküberwachungs- und -managementaktivitäten das Kreditengagement der Gruppe die gemäß den von ihr angenommenen Verfahren, Regeln und Grundsätzen festgelegten Risikogrenzen überschreitet.

**Liquiditätsrisiko:** Das Liquiditätsrisiko bezieht sich auf die Möglichkeit, dass die UniCredit Gruppe nicht in der Lage sein könnte, ihren gegenwärtigen und zukünftigen, erwarteten und unvorhergesehenen Zahlungs- und Lieferverpflichtungen nachzukommen, ohne ihr Tagesgeschäft oder ihre Finanzlage zu beeinträchtigen. Die Geschäftstätigkeit der UniCredit Gruppe unterliegt insbesondere dem Finanzierungsliquiditätsrisiko, dem Marktliquiditätsrisiko, dem Inkongruenzrisiko und dem Eventualrisiko. Die wesentlichen Risiken, mit denen die Gruppe konfrontiert sein könnte, sind: i) eine außergewöhnlich hohe Inanspruchnahme der zugesagten und nicht zugesagten Kreditlinien für Firmenkunden; ii) ein ungewöhnlicher Abfluss von Sicht- und Termineinlagen von UniCredits Privat und Geschäftskunden; iii) ein Marktwertverlust der Wertpapiere, in denen UniCredit ihre Liquiditätspuffer anlegt; iv) die Fähigkeit, die auslaufende Finanzierung am Großkreditmarkt zu verlängern, und die eventuellen Abflüsse von Barmitteln oder Sicherheiten, die die Gruppe im Falle einer Rating-Herabstufung sowohl der Banken als auch der Staatsschulden in den Ländern, in denen sie tätig ist, erleiden könnte. Darüber hinaus können sich einige Risiken aus den Beschränkungen ergeben, die für die grenzüberschreitende Kreditvergabe zwischen Banken gelten. Aufgrund der Finanzmarktkrise und der damit einhergehenden geringeren Liquidität für die Akteure des Sektors hat die EZB wichtige geldpolitische Maßnahmen ergriffen, wie die 2014 eingeführte "Targeted Longer-Term Refinancing Operation" ("**TLTRO**") und die 2016 eingeführte TLTRO II. Diese Liquiditätsstütze hat sich im ersten Quartal 2024 ihrem Ende genähert. Die Rückzahlung der TLTROs erfolgte größtenteils durch eine Verringerung der überschüssigen Barreserven bei den Zentralbanken und eine teilweise Erhöhung der Netto-Repo-Position. Dies führte zu einer stärkeren Abhängigkeit von Großkunden als Finanzierungsquelle, deren Kosten in der Regel höher sind als die der TLTRO und deren Existenz stärker von den Marktbedingungen abhängt. Eine solche Situation könnte sich daher nachteilig auf die Geschäftstätigkeit, die Betriebsergebnisse sowie die wirtschaftliche und finanzielle Lage von UniCredit und/oder der Gruppe auswirken. Die wichtigsten Indikatoren, die von der UniCredit Gruppe zur Bewertung ihres Liquiditätsprofils verwendet werden, sind (i) die Liquiditätsdeckungsquote (*Liquidity Coverage Ratio*, LCR), die einen Indikator für die kurzfristige Liquidität darstellt, für die ab 2018 eine aufsichtsrechtliche Mindestanforderung von 100 Prozent gilt, und die im März 2024 149 Prozent betrug, während sie am 31. Dezember 2023 bei 154 Prozent lag (berechnet als Durchschnitt der zwölf letzten Monatsendquoten), und (ii) die strukturelle Liquiditätsquote (*Net Stable Funding Ratio*, NSFR), die den Indikator für die strukturelle Liquidität darstellt und im März 2024 bei 129 Prozent lag.

**Basel III und die Angemessenheit der Eigenkapitalausstattung von Banken:** Die Emittentin muss die überarbeiteten globalen Regulierungsstandards (Basel III) für die angemessene Eigenkapitalausstattung und Liquidität von Banken einhalten, die unter anderem höhere und hochwertigere Eigenkapitalanforderungen, eine bessere Risikodeckung, Maßnahmen zur Förderung des Aufbaus von Kapital, das in Stressphasen abgerufen werden kann, und die Einführung einer Leverage Ratio als Ergänzung zu den risikobasierten Anforderungen sowie zwei globale Liquiditätsstandards vorsehen. In Bezug auf die bankenaufsichtsrechtlichen Vorschriften unterliegt die Emittentin auch der Richtlinie 2014/59/EU vom 15. Mai 2014 über die Sanierung und Abwicklung von Kreditinstituten (BRRD), umgesetzt in Italien durch die Gesetzesdekrete 180 und 181 vom 16. November 2015 – wie durch die Richtlinie (EU) 2019/879 geändert, die "**BRRD II**" (in Italien umgesetzt durch das Gesetzesdekret Nr. 193 vom 8. November 2021 und die einschlägigen technischen

Standards und Leitlinien der EU-Aufsichtsbehörden (d.h. der Europäischen Bankenaufsichtsbehörde (EBA)), die u.a. Sanierungs- und Abwicklungsmechanismen sowie Mindestanforderungen an Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*Minimum Requirements for Own Funds and Eligible Liabilities – MREL*) für Kreditinstitute vorsehen. Sollte UniCredit nicht in der Lage sein, die durch die geltenden Gesetze und Vorschriften auferlegten Kapital-/MREL-Anforderungen zu erfüllen, könnte sie gezwungen sein, ein höheres Niveau an Kapital und berücksichtigungsfähigen Verbindlichkeiten aufrechtzuerhalten, was sich möglicherweise auf ihre Kreditwürdigkeit und ihre Finanzierungsbedingungen auswirken und die Wachstumsmöglichkeiten von UniCredit einschränken könnte.

### 3. Abschnitt - Basisinformationen über die Wertpapiere

#### Welches sind die wichtigsten Merkmale der Wertpapiere?

##### Produkttyp, Basiswert, Form der Wertpapiere

*Produkttyp:* Cash Collect Protection Wertpapiere (Non-Quanto)

*Basiswert:* EURO STOXX 50® (Price) Index (EUR) (ISIN: EU0009658145 / Referenzpreis: Schlusskurs)

Die Wertpapiere unterliegen italienischem Recht. Die Wertpapiere sind dematerialisierte, registrierte Schuldinstrumente im Sinne des italienischen Konsolidierten Gesetzes über das Finanzwesen (*Testo Unico della Finanza*). Die Wertpapiere werden durch buchmäßige Erfassung (*book entry*) vertreten und in den Büchern des Clearing Systems registriert. Die Übertragung der Wertpapiere erfolgt durch Verbuchung auf den entsprechenden beim Clearing System eröffneten Konten. Die Internationale Wertpapierkennnummer (ISIN) ist im 1. Abschnitt angegeben.

##### Emission und Laufzeit

Die Wertpapiere werden am 26.11.2024 in Euro (EUR) (die "**Festgelegte Währung**") als bis zu 45.000 Zertifikate begeben. Die Wertpapiere haben eine festgelegte Laufzeit.

##### Allgemein

Der Wert der Wertpapiere hängt während ihrer Laufzeit hauptsächlich vom Kurs des Basiswerts ab. Grundsätzlich steigt der Wert der Wertpapiere, wenn der Kurs des Basiswerts steigt und fällt, wenn der Kurs des Basiswerts fällt.

##### Zinsen

Die Wertpapiere werden nicht verzinst.

##### Bedingter Zusätzlicher Betrag (*Coupon*)

Sofern kein Umwandlungsereignis eingetreten ist, erhält der Wertpapierinhaber einen Bedingten Zusätzlichen Betrag (*Coupon*) gemäß den folgenden Bestimmungen:

- Wenn in Bezug auf einen Beobachtungstag für den Bedingten Zusätzlichen Betrag (*Coupon*) (m) ein Zahlungsereignis für den Bedingten Zusätzlichen Betrag (*Coupon*) eingetreten ist, wird am dazugehörigen Zahltag für den Bedingten Zusätzlichen Betrag (*Coupon*) (m) ein Bedingter Zusätzlicher Betrag (*Coupon*) (m) gezahlt.
- Wenn in Bezug auf einen Beobachtungstag für den Bedingten Zusätzlichen Betrag (*Coupon*) (m) kein Zahlungsereignis für den Bedingten Zusätzlichen Betrag (*Coupon*) eingetreten ist, wird der entsprechende Bedingte Zusätzliche Betrag (*Coupon*) (m) nicht gezahlt.

Ein Zahlungsereignis für den Bedingten Zusätzlichen Betrag (*Coupon*) tritt ein, wenn das entsprechende R (m) gleich oder größer ist als das dazugehörige Zahlungslevel für den Bedingten Zusätzlichen Betrag (*Coupon*) (m).

Zahlungslevel für den Bedingten Zusätzlichen Betrag (*Coupon*) (m) bezeichnet den entsprechenden Zahlungsfaktor für den Bedingten Zusätzlichen Betrag (*Coupon*) (m) multipliziert mit R (initial).

R (m) bezeichnet im Hinblick auf den Bedingten Zusätzlichen Betrag (*Coupon*) den Referenzpreis am entsprechenden Beobachtungstag für den Bedingten Zusätzlichen Betrag (*Coupon*) (m).

<b>Zahlungsfaktor für den Bedingten Zusätzlichen Betrag (<i>Coupon</i>) (m):</b>	100% (1), 100% (2), 100% (3), 100% (4), 100% (5), 100% (6)
<b>Bedingter Zusätzlicher Betrag (<i>Coupon</i>) (m):</b>	EUR 41,50 (1), EUR 41,50 (2), EUR 41,50 (3), EUR 41,50 (4), EUR 41,50 (5), EUR 41,50 (6)
<b>Zahltage für den Zusätzlichen Bedingten Betrag (<i>Coupon</i>) (m):</b>	26.11.2025 (1), 26.11.2026 (2), 26.11.2027 (3), 27.11.2028 (4), 26.11.2029 (5), 26.11.2030 (6)
<b>Beobachtungstag für den Zusätzlichen Bedingten Betrag (<i>Coupon</i>) (m):</b>	19.11.2025 (1), 19.11.2026 (2), 19.11.2027 (3), 20.11.2028 (4), 19.11.2029 (5), 19.11.2030 (6)
<b>Record Date (<i>Coupon</i>) (m):</b>	25.11.2025 (1), 25.11.2026 (2), 25.11.2027 (3), 24.11.2028 (4), 23.11.2029 (5), 25.11.2030 (6)

##### Einlösung

Sofern kein Umwandlungsereignis eingetreten ist, werden die Wertpapiere am Finalen Zahltag nach automatischer Ausübung zum Rückzahlungsbetrag eingelöst.

Am Finalen Zahltag entspricht der Rückzahlungsbetrag dem Mindestbetrag.

##### Weitere Definitionen und Produktdaten

R (initial) bezeichnet den Referenzpreis am Anfänglichen Beobachtungstag.

<b>Berechnungsbetrag:</b>	EUR 1.000
<b>Finaler Zahltag:</b>	26.11.2030
<b>Anfänglicher Beobachtungstag:</b>	22.11.2024
<b>Mindestbetrag:</b>	EUR 1.000

**Optionaler Rückzahlungsbetrag:** Berechnungsbetrag

**Umwandlung der Wertpapiere durch die Emittentin:** Beim Eintritt eines oder mehrerer Umwandlungsereignisse (z. B. ein Indexersatzereignis (*Index Replacement Event*)) (z.B. die Berechnung des Basiswerts wird unbegrenzt oder dauerhaft eingestellt) tritt ein und kein geeigneter Ersatzbasiswert steht zur Verfügung oder kann bestimmt werden) (das "**Umwandlungsereignis**") kann die Emittentin die Wertpapiere umwandeln und am Finalen Zahltag durch Zahlung des Abrechnungsbetrags zurückzahlen. Der "**Abrechnungsbetrag**" ist der Marktwert der Wertpapiere, zuzüglich aufgelaufener Zinsen für den Zeitraum bis zum Finalen Zahltag zu dem Marktzinssatz, der zu diesem Zeitpunkt für Verbindlichkeiten der Emittentin mit derselben Restlaufzeit wie die Wertpapiere innerhalb von zehn Bankarbeitstagen nach Eintritt des Umwandlungsereignisses gehandelt wird, wie von der Berechnungsstelle ermittelt. Der Abrechnungsbetrag ist in jedem Fall nicht kleiner als der Mindestbetrag.

**Vorzeitige Rückzahlung nach Wahl der Emittentin:** Die Wertpapiere können jederzeit ganz, jedoch nicht teilweise, nach Wahl der Emittentin zu ihrem Optionalen Rückzahlungsbetrag an oder nach dem Datum zurückgezahlt werden, das in einer auf der Website der Emittentin veröffentlichten Bekanntmachung nach Mitteilung an die Zahlstelle und die Wertpapierinhaber angegeben ist, wenn die Emittentin feststellt, dass der gesamte oder ein Teil der Serie der Wertpapiere ganz oder teilweise von den berücksichtigungsfähigen Verbindlichkeiten, die zur Erfüllung der MREL-Anforderungen zur Verfügung stehen, ausgeschlossen ist oder sein wird (MREL-Disqualifikationsereignis).

**Anpassung der Wertpapierbedingungen:** Die Berechnungsstelle kann eine Anpassung der Wertpapierbedingungen vornehmen, wenn ein Anpassungsereignis (z. B. eine Änderung des maßgeblichen Indexkonzepts) (das "**Anpassungsereignis**") eintritt.

**Rang der Wertpapiere:** Die Verbindlichkeiten der Emittentin aus den Wertpapieren stellen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten der Emittentin dar, die (vorbehaltlich etwaiger nach anwendbarem Recht bevorrechtigter Verbindlichkeiten (auch vorbehaltlich der Bail-in-Instrumente, wie sie im italienischen Recht vorgesehen sind) gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verbindlichkeiten (mit Ausnahme von Verbindlichkeiten, die von Zeit zu Zeit nachrangig zu den vorrangigen Schuldverschreibungen sind (einschließlich nicht bevorzugter vorrangiger Schuldverschreibungen und jeglicher weiterer Verbindlichkeiten, die nach dem Emissionstag von Gesetzes wegen im Rang hinter den vorrangigen Schuldverschreibungen stehen), sofern vorhanden) der Emittentin sind und, im Fall vorrangiger Schuldverschreibungen, gleichrangig und ohne jegliche Bevorzugung untereinander sind.

### **Wo werden die Wertpapiere gehandelt?**

**Zulassung zum Handel:** Ein Antrag auf Zulassung zum Handel wird für die Wertpapiere mit Wirkung zum 26.11.2024 an den folgenden Märkten gestellt: Regulierter Markt der Börse München

**Börsennotierung:** Ein Antrag auf Notierungsaufnahme wird mit Wirkung zum 26.11.2024 an den folgenden Märkten gestellt: Regulierter Markt der Börse München

### **Welches sind die zentralen Risiken, die für die Wertpapiere spezifisch sind?**

**Kreditrisiko der Emittentin und Risiken im Zusammenhang mit Abwicklungsmaßnahmen in Bezug auf die Emittentin:** Die Wertpapiere stellen unbesicherte Verbindlichkeiten der Emittentin gegenüber den Wertpapierinhabern dar. Jede Person, die die Wertpapiere erwirbt, verlässt sich daher auf die Kreditwürdigkeit der Emittentin und hat in Bezug auf ihre Position unter den Wertpapieren keine Rechte oder Ansprüche gegenüber einer anderen Person. Die Wertpapierinhaber unterliegen dem Risiko einer vollständigen oder teilweisen Nichterfüllung der Verpflichtungen, die die Emittentin aus den Wertpapieren zu erfüllen hat, zum Beispiel im Falle der Insolvenz der Emittentin. Je schlechter die Kreditwürdigkeit der Emittentin ist, desto höher ist das Risiko eines Verlustes. Im Falle der Realisierung des Kreditrisikos der Emittentin kann der Wertpapierinhaber einen Totalverlust seines Kapitals erleiden, selbst wenn die Wertpapiere bei ihrer Fälligkeit einen Mindestbetrag vorsehen. Darüber hinaus können die Wertpapierinhaber von Abwicklungsmaßnahmen in Bezug auf die Emittentin betroffen sein, wenn die Emittentin ausfällt oder auszufallen droht. Die Verbindlichkeiten der Emittentin aus den Wertpapieren sind nicht besichert, durch Dritte garantiert oder durch ein Einlagensicherungs- oder Entschädigungssystem geschützt.

**Risiken im Zusammenhang mit marktwertbeeinflussenden Faktoren:** Der Marktwert der Wertpapiere sowie die aus den Wertpapieren ausschüttbaren Beträge hängen in erster Linie vom Kurs des Basiswerts ab. Der Marktwert der Wertpapiere wird jedoch von einer Reihe weiterer Faktoren beeinflusst. Dies sind unter anderem die Kreditwürdigkeit der Emittentin, die jeweils geltenden Zinssätze und Renditen, der Markt für ähnliche Wertpapiere, die allgemeinen wirtschaftlichen, politischen und konjunkturellen Bedingungen, die Handelbarkeit und gegebenenfalls die Restlaufzeit der Wertpapiere sowie weitere basiswertbezogene marktwertbeeinflussende Faktoren.

**Risiken im Zusammenhang mit dem Rückzahlungsbetrag:** Die Wertpapiere werden bei ihrer Fälligkeit zum Rückzahlungsbetrag zurückgezahlt. Der Rückzahlungsbetrag kann niedriger sein als der Emissionspreis oder der Kaufpreis. Das bedeutet, dass der Wertpapierinhaber nur dann eine Rendite erzielt, wenn der Rückzahlungsbetrag den individuellen Kaufpreis des Wertpapierinhabers übersteigt.

**Risiken, die sich aus ausbleibenden laufenden Zahlungen ergeben:** Ein Bedingter Zusätzlicher Betrag (m) wird nur gezahlt, wenn in Bezug auf einen Beobachtungstag für den Bedingten Zusätzlichen Betrag (m) ein Zahlungsereignis für den Bedingten Zusätzlichen Betrag (m) eintritt. Wenn ein Zahlungsereignis für den Bedingten Zusätzlichen Betrag (m) nicht eintritt, hat der Wertpapierinhaber keinen Anspruch auf den entsprechenden Bedingten Zusätzlichen Betrag (m). Es besteht das Risiko, dass im Fall einer ungünstigen Entwicklung des Basiswerts gar keine Zahlung eines Bedingten Zusätzlichen Betrags (m) erfolgt.

**Risiken im Zusammenhang mit der Regulierung von Benchmarks:** Die Wertpapiere beziehen sich auf eine Benchmark (die "**Benchmark**") im Sinne der Verordnung (EU) 2016/1011 (die "**Benchmark-Verordnung**") und es besteht daher das Risiko, dass die Benchmark ab einem bestimmten Zeitpunkt nicht mehr als Referenzwert für die Wertpapiere verwendet werden kann. In einem solchen Fall könnten die Wertpapiere von der Börse genommen, angepasst, umgewandelt oder anderweitig negativ beeinflusst werden. Jede Änderung einer Benchmark infolge der Benchmark-Verordnung könnte erhebliche negative Auswirkungen auf die Kosten der Refinanzierung einer Benchmark oder die Kosten und Risiken der Verwaltung oder sonstigen Beteiligung an der Festlegung einer Benchmark und der Einhaltung der Benchmark-Verordnung haben. Potenzielle Anleger sollten sich darüber im Klaren sein, dass sie dem Risiko ausgesetzt sind, dass sich Änderungen der jeweiligen Benchmark wesentlich nachteilig auf den Wert und den aus den Wertpapieren zahlbaren Betrag auswirken können.

**Risiken in Verbindung mit Indizes:** Die Wertentwicklung von Wertpapieren, die an Indizes gebunden sind, hängt von der Entwicklung des jeweiligen Index ab. Kursänderungen der Indexbestandteile und Änderungen in der Zusammensetzung des Index oder andere Faktoren können sich negativ auf die Wertentwicklung des Index auswirken.

**Risiken im Zusammenhang mit möglichen Interessenkonflikten:** Es kann zu Interessenkonflikten in Bezug auf den jeweiligen Emittenten oder die mit dem Angebot betrauten Personen kommen, die zu einer Entscheidung zu Ungunsten des Wertpapierinhabers führen können.

**Liquiditätsrisiko:** Es besteht das Risiko, dass die Wertpapiere nicht weit verbreitet sind und kein aktiver Handelsmarkt für die Wertpapiere besteht und sich entwickelt. Die Emittentin ist berechtigt, aber nicht verpflichtet, Wertpapiere jederzeit und zu jedem Preis auf dem freien Markt, durch ein Übernahmeangebot oder eine private Vereinbarung zu erwerben. Die Emittentin kann die auf diese Weise erworbenen Wertpapiere halten, weiterverkaufen oder entwerten. Ein Rückkauf von Wertpapieren durch die Emittentin kann sich nachteilig auf die Liquidität der Wertpapiere auswirken. Die Emittentin kann daher nicht gewährleisten, dass ein Wertpapierinhaber in der Lage sein wird, seine Wertpapiere vor deren Rückzahlung zu einem angemessenen Preis zu verkaufen.

#### 4. Abschnitt - Basisinformationen über das öffentliche Angebot von Wertpapieren und/oder die Zulassung zum Handel an einem geregelten Markt

##### Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

<b>Angebotsland:</b>	Deutschland	<b>Ausgabeaufschlag:</b>	EUR 25
<b>Emissionspreis:</b>	EUR 1.025 je Wertpapier (einschließlich Ausgabeaufschlag)	<b>Zeichnungsfrist:</b>	vom 10.10.2024 bis 21.11.2024 (14:00 Uhr Ortszeit München)
<b>Emissionstag:</b>	26.11.2024	<b>Potentielle Anleger:</b>	Qualifizierte Anleger, Privatkunden, institutionelle Anleger
<b>Kleinste Übertragbare Einheit:</b>	1 Wertpapier	<b>Kleinste Handelbare Einheit:</b>	1 Wertpapier

Die Wertpapiere werden im Rahmen einer Zeichnungsfrist angeboten. Das öffentliche Angebot kann von der Emittentin jederzeit ohne Angabe von Gründen beendet oder zurückgezogen werden.

**Von der Emittentin in Rechnung gestellte Kosten:** Die produktspezifischen Einstiegskosten, die im Emissionspreis enthalten sind, betragen EUR 55.

##### Weshalb wird dieser Prospekt erstellt?

**Verwendung der Erlöse:** Der Nettoerlös aus jeder Emission von Wertpapieren durch die Emittentin wird für ihre allgemeinen Unternehmenszwecke, d.h. zur Gewinnerzielung und/oder Absicherung bestimmter Risiken, verwendet.

**Übernahme:** Das Angebot ist nicht Gegenstand eines Übernahmevertrags.

**Wesentliche Interessenkonflikte in Bezug auf das Angebot:** Die UniCredit Bank GmbH ist die Berechnungsstelle für die Wertpapiere; die UniCredit S.p.A. ist die Hauptzahlstelle für die Wertpapiere; die UniCredit Bank GmbH ist die Arrangeurin der Wertpapiere.